

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 03-12-62281

HUD# 07-12-0343-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

GLEN KIRKENDALL

516 2nd Avenue SE

Independence, Iowa 50644

ELAINE KIRKENDALL

516 2nd Avenue SE

Independence, Iowa 50644

COMPLAINANTS

PATRICK & ROBYN REUTER

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainants Patrick and Robyn Reuter alleged Respondents Glen and Elaine Kirkendall discriminated against them by harassing them and threatening to evict them due to their familial status. Respondents deny having discriminated against Complainants, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondents own and manage the subject property, a 4-unit apartment complex, located at 112 7th Avenue SE Apartment A, Independence, Iowa 50644.

A complaint having been filed by Complainants against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainants or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or

sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.

42 U.S.C. 3604(b).

Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.

Iowa Code § 216.8(1)(b).

Voluntary and Full Settlement

3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainants that any claims asserted in their complaint are not fully meritorious.

5. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

6. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

7. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainants and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

8. Complainants hereby waive, release, and covenant not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainants agree any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Poster

9. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in their rental complex located at 112 7th Avenue SE, Independence, IA 50644 in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

Relief for Complainants

10. Respondents agree to release Complainants from the terms of their rental agreement effective March 31, 2012. Respondents agree to consider Complainants' departure as a mutually agreed-upon termination of tenancy. Respondents agree not to seek any monies from Complainants for terminating their rental agreement before its expiration date and without giving 30 days prior notice as required in the terms of their agreement. Respondents agree to waive the \$225 balance Complainants owe for April 2012 rent. Respondents agree they will not pursue recovery of the \$225 owed in small claims court or in any other process or proceeding.

11. The parties agree Respondents did not collect a rental deposits from Complainants after Respondents purchased the subject property at a Sheriff's sale on June 15, 2011 and Complainants subsequently signed a new rental agreement with Respondents. Respondents agree the previous owner of the subject property, Jim Farley, did not transfer Complainants' \$425 rental deposit to them after the subject property was sold at the Sheriff's sale.

Complainants agree they will not pursue Respondents for recovery in small claims court or in any other process or proceeding their \$425 rental deposit that was paid to Jim Farley. The parties agree Complainants can pursue Jim Farley for recovery of their \$425 rental deposit.

12. Respondents agree to pay Complainants \$400.00 less no deductions.

Respondents agree to make the check out to Patrick and Robyn Reuter, and send the check to Natalie Burnham at the Iowa Civil Rights Commission, Grimes State Office Building, 400 East 14th Street, Des Moines, Iowa 50319 within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. The Commission will send the settlement check with a copy of the fully executed Predetermination Settlement Agreement to the Complainants.

Glen Kirkendall, RESPONDENT

Date

Elaine Kirkendall, RESPONDENT

Date

Patrick Reuter, COMPLAINANT

Date

Robyn Reuter, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

Total Value \$625 (\$400 settlement monies plus waived \$225 balance owed for April 2012 rent).